

identification of any such issue or discrepancy (notwithstanding that such issue or discrepancy may remain unresolved) or limits the rights of the parties to serve a Dispute Notice, to commence or continue an Agreed Process (whether or not any action under Section 8.1 has occurred) or otherwise to pursue any dispute resolution process in respect of any such issue or discrepancy (whether or not any action under Section 8.1 has occurred).

8.4 Without prejudice to the rights, powers, remedies and privileges provided by law, failure by a party to take any actions required by or to otherwise comply with this Section 8 will not constitute an event of default in respect of such party or any other event which permits either party to terminate any transaction under this Addendum or any other agreement.

9. DISCLOSURES.

9.1 Client acknowledges and agrees that:

- (a) Client has received, reviewed and understood the product disclosure documentation separately provided by DB via secure website;
- (b) DB may provide additional disclosure information relevant to specific swaps or classes of swaps that Client may enter into with DB; and
- (c) DB may provide disclosure of material information relating to multiple swaps in a standardized format.

9.2 Client agrees that entry into a swap or any amendment or modification thereof constitutes Client's acknowledgment that it has understood the general and specific disclosures made by DB with respect to that swap or that amendment or modification of a swap and that such disclosures are sufficient for Client to evaluate and assess the material risks and characteristics of the swap, including:

- (a) market, credit, liquidity, foreign currency, legal, operational, and other applicable risks;
- (b) the material characteristics of such swap, including the material economic terms of such swap, the terms relating to the operation of such swap, and the rights and obligations of the parties during the term of such swap; and
- (c) the material incentives and conflicts of interest that DB may have in connection with such swap.

9.3 Client agrees that DB may deliver any general or specific disclosures with respect to a swap through any of the following means, and Client further agrees that each of such means is reliable:

- (a) via written notice or email to the address or email address set out in the Swap Addendum Annex;
- (b) by web page at a URL provided to Client in writing by DB; and
- (c) by any other means agreed by both parties in writing.

9.4 Client agrees that DB may provide oral disclosures of (a) the material economic terms of a swap, including price, notional amount and termination date; and (b) subject to the provisions of Section 9.5, any pre-trade mid-market marks, provided that such disclosures are confirmed by DB in a